

EXHIBIT 1

TMS
03-07-2022
1219

FILED

02-11-2022

Anna Hodges

Clerk of Circuit Court

MILWAUKEE COUNTY

Honorable Paul R Van

Grunsvan-09

Branch 09

STATE OF WISCONSIN

::

CIRCUIT COURT

::

MILWAUKEE COUNTY

LEASA K. GRANT,
3205 North 23rd Street
Milwaukee, WI 53206,

Plaintiff,

STATE OF WISCONSIN DEPARTMENT
OF HEALTH SERVICES,
A Governmental Agency
c/o Office of Legal Counsel
One West Wilson Street, Room 651
Madison, WI 53703,

UNITEDHEALTHCARE INSURANCE
COMPANY,
A Foreign Corporation
185 Asylum Street
Hartford, CT 06103,
Registered Agent: CT Corporation System,
301 South Bedford Street, Suite 1
Madison, WI 53703,

Involuntary Plaintiffs,

vs.

QBE INSURANCE CORPORATION,
A Foreign Corporation
600 North 2nd Street, Suite 401
Harrisburg, PA 14101,
Registered Agent: CT Corporation System,
301 South Bedford Street, Suite 1
Madison, WI 53703,

WALMART CLAIMS SERVICES, INC.
A Foreign Corporation
702 SW 8th Street
Bentonville, AR 72716,
Registered Agent: CT Corporation System,
301 South Bedford Street, Suite 1
Madison, WI 53703,

Defendants.

SUMMONS

Case No:

Case Code No: 30107

Amount Claimed is
greater than \$10,000.00

THE STATE OF WISCONSIN
TO EACH PERSON NAMED ABOVE AS A DEFENDANT
OR INVOLUNTARY PLAINTIFF

YOU ARE HEREBY NOTIFIED that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint which is attached states the nature and basis of the legal action.

Within forty-five (45) days after receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Circuit Court for Milwaukee County whose address is 901 North Ninth Street, Milwaukee, Wisconsin, 53233, and to the Plaintiff's attorneys, Michael A. LoCoco and Richard B. Hess, whose address is 100 East Wisconsin Avenue, Suite 2800, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 11th day of February, 2022.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff, Leasa K. Grant

By: electronically signed by Michael LoCoco

Michael A. LoCoco

SBN: 1098069

Richard B. Hess

SBN: 1024672

POST OFFICE ADDRESS:

100 East Wisconsin Avenue, Suite 2800

Milwaukee, Wisconsin 53202

Telephone: 414.276.6666

Facsimile: 414.273.4047

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STATE OF WISCONSIN

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MILWAUKEE COUNTY

LEASA K. GRANT,
3205 North 23rd Street
Milwaukee, WI 53206,

Plaintiff,

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UNITEDHEALTHCARE INSURANCE
COMPANY,
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185 Asylum Street
Hartford, CT 06103,
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301 South Bedford Street, Suite 1
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A Foreign Corporation
600 North 2nd Street, Suite 401
Harrisburg, PA 14101,
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301 South Bedford Street, Suite 1
Madison, WI 53703,

WALMART CLAIMS SERVICES, INC.
A Foreign Corporation
702 SW 8th Street
Bentonville, AR 72716,
Registered Agent: CT Corporation System,
301 South Bedford Street, Suite 1
Madison, WI 53703,

Defendants.

COMPLAINT

Case No:

Case Code No: 30107

Amount Claimed is
greater than \$10,000.00

NOW COMES the Plaintiff, LEASA K. GRANT, by her attorneys, GRUBER LAW OFFICES, LLC, by attorneys Michael A. LoCoco and Richard B. Hess, and alleges as follows:

1. Plaintiff, LEASA K. GRANT, is an adult individual residing at 834 North 35th Street, Apartment 109, in the City and County of Milwaukee, State of Wisconsin, 53208.

2. Involuntary Plaintiff, STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES, is upon information and belief a Governmental Agency, with its principal office located at Office of Legal Counsel, One West Wilson Street, Room 651, in the City of Madison, County of Dane, State of Wisconsin 53073, and at all times material herein allegedly provided monies for health care services to the Plaintiff, LEASA K. GRANT, as a result of the injuries she sustained in the alleged incident. The Plaintiff, LEASA K. GRANT, alleges doubt as to whether the Involuntary Plaintiff, STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES, is truly subrogated or interested in this action, but that said party is joined for the purposes of complying with the provisions of Wis. Stat. § 803.03. The Plaintiff, LEASA K. GRANT, further states that pursuant to Wis. Stats. § 803.03(2)(b)(1)(b), the Involuntary Plaintiff must do one of the following: a. Participate in the prosecution of the action; b. Agree to have his or her interest represented by the party who caused the joinder; or c. Move for dismissal with or without prejudice. In the event of the Involuntary Plaintiff's failure to answer this Complaint within forty-five (45) days, or otherwise appear or exercise one of the foregoing options, then and in that event, any interest they may claim in this action shall be deemed waived, and any and all claims they may have, of whatever type or kind, shall be dismissed with prejudice. Upon information and belief, the Involuntary Plaintiff, STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES, conducts substantial business in the County of Milwaukee, State of Wisconsin.

3. Involuntary Plaintiff, UNITEDHEALTHCARE INSURANCE COMPANY, is upon information and belief a foreign corporation, with its principal office located at 185 Asylum Street in the City and County of Hartford, State of Connecticut 06103, and whose registered agent for service of process is CT Corporation System located at 301 South Bedford Street, Suite 1, in the City of Madison, County of Dane, State of Wisconsin 53703. That the Involuntary Plaintiff, UNITEDHEALTHCARE INSURANCE COMPANY, is a health plan and alleges to have made payments on behalf of Plaintiff, LEASA K. GRANT, and therefore is joined as an Involuntary Plaintiff for the purpose of complying with the provisions of Wis. Stat. § 803.03. The Plaintiff, LEASA K. GRANT, alleges doubt as to whether the Involuntary Plaintiff, UNITEDHEALTHCARE INSURANCE COMPANY, is truly subrogated or interested in this action. The Plaintiff, LEASA K. GRANT, further states that pursuant to Wis. Stats. § 803.03(2)(b)(1)(b), the Involuntary Plaintiff must do one of the following: a. Participate in the prosecution of the action; b. Agree to have his or her interest represented by the party who caused the joinder; or c. Move for dismissal with or without prejudice. In the event of the Involuntary Plaintiff's failure to answer this Complaint within forty-five (45) days, or otherwise appear or exercise one of the foregoing options, then and in that event, any interest they may claim in this action shall be deemed waived, and any and all claims they may have, of whatever type or kind, shall be dismissed with prejudice. Upon information and belief, the Involuntary Plaintiff, UNITEDHEALTHCARE INSURANCE COMPANY, conducts substantial business in the County of Milwaukee, State of Wisconsin.

4. Defendant, QBE INSURANCE CORPORATION, is upon information and belief a foreign corporation, with its principal offices located at 600 North 2nd Street, Suite 401 in the City of Harrisburg, County of Dauphin, State of Pennsylvania 14101, and whose registered agent

for service of process is CT Corporation System located at 301 South Bedford Street, Suite 1, in the City of Madison, County of Dane, State of Wisconsin 53703. Upon information and belief, the defendant, QBE INSURANCE CORPORATION, was at all times material herein the liability insurance carrier of the Defendant, WALMART CLAIMS SERVICES, INC., pursuant to Wis. Stat. § 803.04(2), and is a proper party by reason of the terms of its policies and the laws of the State of Wisconsin. Upon information and belief, the Defendant, QBE INSURANCE CORPORATION, conducts substantial business in the County of Milwaukee, State of Wisconsin.

5. Defendant, WALMART CLAIMS SERVICES, INC., is upon information and belief a foreign corporation, with its principal office located at 702 SW 8th Street in the Town of Bentonville, County of Benton, State of Arkansas 72716, and whose registered agent for service of process is CT Corporation System located at 301 South Bedford Street, Suite 1, in the City of Madison, County of Dane, State of Wisconsin 53703. Upon information and belief, the Defendant, WALMART CLAIMS SERVICES, INC., was at all times material herein the owner of the property located at 5301 South 76th Street in the City of Greendale, County of Milwaukee, State of Wisconsin 53129 (herein after referred to as "The Property"); that the Defendant, WALMART CLAIMS SERVICES, INC., was responsible for the inspection, management and maintenance of The Property; that the Defendant, WALMART CLAIMS SERVICES, INC., conducts substantial business in the County of Milwaukee, State of Wisconsin.

FIRST CAUSE OF ACTION:

GENERAL NEGLIGENCE OF WALMART CLAIMS SERVICES, INC.

6. Plaintiff re-alleges and incorporates herein, as though more fully set forth, all of the allegations contained in paragraphs one (1) through five (5) above, with the same force and effect.

7. On or about the 17th day of August 2019, the Plaintiff, LEASA K. GRANT, was lawfully upon The Property when she slipped and fell in a dangerous and negligently maintained area, causing the Plaintiff, LEASA K. GRANT, to sustain serious injury. Upon information and belief, The Property was owned, inspected, and maintained by the Defendant, WALMART CLAIMS SERVICES, INC.; that as owner of The Property, the Defendant, WALMART CLAIMS SERVICES, INC., owed a duty to inspect, repair and maintain the walkways and premises of said property, and that by failing to timely and properly maintain the area, the Defendant, WALMART CLAIMS SERVICES, INC., breached that duty.

8. Upon information and belief, the Defendant, WALMART CLAIMS SERVICES, INC., failed to remove standing water from inside the premises, creating an unreasonably dangerous condition.

9. Upon information and belief, the Defendant, WALMART CLAIMS SERVICES, INC., failed to warn the Plaintiff, LEASA K. GRANT, that a dangerous condition existed on the premises.

10. Defendant, WALMART CLAIMS SERVICES, INC., was negligent in the manner in which it inspected, maintained, controlled, supervised, and managed The Property in that it was in a hazardous and dangerous condition; and it was otherwise negligent.

11. The negligence of the Defendant, WALMART CLAIMS SERVICES, INC., was the proximate cause of the incident and the resulting injuries and damages to the Plaintiff, LEASA K. GRANT.

12. As a direct result of the actions or inactions and negligence of Defendant, WALMART CLAIMS SERVICES, INC., the Plaintiff, LEASA K. GRANT, was seriously injured, suffered great pain of body and mind, was obliged to expend monies for medical care and

attention, and was prevented from engaging in her normal activities, all to her damage in an amount to be determined by the trier of fact.

SECOND CAUSE OF ACTION:

NEGLIGENCE OF WALMART CLAIMS SERVICES, INC.: SAFE PLACE

13. Re-alleges and incorporates herein, as though more fully set forth, all of the allegations contained in paragraphs one (1) through twelve (12) above with the same force and effect.

14. On or about the 17th day of August 2019, the Plaintiff, LEASA K. GRANT, was a frequenter, as that term is used in Chapter 101, Wisconsin Statutes, and lawfully upon The Property, owned, inspected, and maintained by Defendant, WALMART CLAIMS SERVICES, INC., when Plaintiff, LEASA K. GRANT, slipped and fell in a dangerous and negligently maintained area, causing the Plaintiff, LEASA K. GRANT, to sustain serious injury.

15. Defendant, WALMART CLAIMS SERVICES, INC., individually and/or through its agents, servants, and/or employees, was negligent and careless and failed to properly inspect and/or maintain The Property; and that as the owner of said property the Defendant, WALMART CLAIMS SERVICES, INC., had a duty to keep the building and property so constructed, repaired, and maintained so as to render the same as safe as the nature of the premises will permit, to adopt and use methods and processes reasonable and adequate to render the premises safe, and to properly maintain, inspect and repair the premises in question pursuant to the provisions of Chapter 101, Wis. Stats.

16. Defendant, WALMART CLAIMS SERVICES, INC., individually and/or through its agents, employees, and/or servants, breached said duty and also failed to inspect, repair and

maintain said property so as to render said property as safe as the nature of the premises would permit, in violation of Chapter 101, Wis. Stats.

17. Defendant, WALMART CLAIMS SERVICES, INC., individually and/or through its agents, employees and/or servants, knew or in the exercise of reasonable care, should have known, that the premises were unsafe for those lawfully on The Property, and exposed such persons to unreasonable risks of injury.

18. As a direct and proximate cause of the breach of said Defendant, WALMART CLAIMS SERVICES, INC., its agents, employees and/or servants, the Plaintiff, LEASA K. GRANT, was seriously injured, suffered great pain of body and mind, was obliged to expend monies for medical care and attention, and was prevented from engaging in her normal activities, all to her damage in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiff, LEASA K. GRANT, demands judgment against the Defendants, QBE INSURANCE CORPORATION and WALMART CLAIMS SERVICES, INC., as follows:

1. On the First Cause of Action, on behalf of the Plaintiff, LEASA K. GRANT, in an amount to be determined by the trier of fact together with the pre-judgment and post-judgment interest, costs, attorney fees and disbursements of this action;
2. On the Second Cause of Action, on behalf of the Plaintiff, LEASA K. GRANT, in an amount to be determined by the trier of fact together with the pre-judgment and post-judgment interest, costs, attorney fees and disbursements of this action;
3. In the event of settlement or verdict in favor of the Plaintiff, Plaintiff demands judgment for an Order declaring Plaintiff's rights to such settlement/verdict proceeds paramount to those of any subrogated party;

4. In the event of any subrogated party's failure to respond to this Complaint in a timely manner, the Plaintiff requests this Court to grant an Order dismissing the subrogated party from this action and barring any claim for subrogation and/or reimbursement, and barring the subrogated party from participating in any judgment or settlement in this action; and

5. Any and all other relief the court deems just and equitable.

**PLAINTIFF HEREBY DEMANDS THAT THE ABOVE ENTITLED
ACTION BE TRIED BY A JURY OF TWELVE (12) PERSONS**

Dated at Milwaukee, Wisconsin this 11th day of February, 2022.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff, Leasa K. Grant

By: electronically signed by Michael LoCoco

Michael A. LoCoco
SBN: 1098069
Richard B. Hess
SBN: 1024672

POST OFFICE ADDRESS:

100 East Wisconsin Avenue, Suite 2800
Milwaukee, Wisconsin 53202
Telephone: 414.276.6666
Facsimile: 414.273.4047